



BID NO.: 8118-0/12

**OPENING: 2:00 P.M.
WEDNESDAY
MAY 18, 2011**

MIAMI-DADE COUNTY, FLORIDA

**I N V I T A T I O N
T O B I D**

TITLE:

PREVENTIVE MAINTENANCE FOR A BUILDING MANAGEMENT SYSTEM

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

BID DEPOSIT AND PERFORMANCE BOND:....

CATALOGUE AND LISTS:.....

CERTIFICATE OF COMPETENCY:..... See Section 2, paragraph 2.14

EQUIPMENT LIST:

EXPEDITED PURCHASING PROGRAM (EPP)

INDEMNIFICATION/INSURANCE: See Section 2, paragraph 2.11

LIVING WAGE:

PRE-BID CONFERENCE/WALK-THRU: See Section 2, paragraph 2.3

SMALL BUSINESS ENTERPRISE MEASURE:.. See Section 2, paragraph 2.2

SAMPLES/INFORMATION SHEETS:.....

SECTION 3 – MDHA:.....

SITE VISIT/AFFIDAVIT:.....

USER ACCESS PROGRAM:..... See Section 2, paragraph 2.21

WRITTEN WARRANTY:

FOR INFORMATION CONTACT:

Leonard Gonzalez at 305-375-1441, or at legonza@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

**MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
PAGE 24 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 23 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER YOUR
BID NON-RESPONSIVE**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 8118-0/12

Title: PREVENTIVE MAINTENANCE FOR A BUILDING MANAGEMENT SYSTEM

Procurement Contracting Officer 1: Leonard Gonzalez

Bids will be accepted until 2:00 p.m. on May 18, 2011

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION**

SECTION 1

GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Sec. 2-8.1 of the County Code)

2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)
14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- C. **PUBLIC ENTITY CRIMES**
To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

SECTION 1

GENERAL TERMS AND CONDITIONS

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an

authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

I.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

I.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of DPM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The

County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2011. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.13. RULES, REGULATIONS AND LICENSES

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall comply with all federal, state and local laws that may affect the goods and/or services offered.

1.14. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County: stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the

contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require

SECTION 1

GENERAL TERMS AND CONDITIONS

the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The proposer shall not submit any information in response to this solicitation, which the proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. In the event that the proposer submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing

Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

SECTION 2
SPECIAL CONDITIONS

PREVENTIVE MAINTENANCE FOR A BUILDING MANAGEMENT SYSTEM

2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY:

The purpose of this solicitation is to establish a contract for preventive maintenance services on the building management system at Miami Dade Turner Guilford & Knight Detentions Center (TGK) in conjunction with the County's needs on an as needed when needed basis.

2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN \$50,000 (Bid Preference)

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

A 10% percent bid preference shall apply to contracts valued up to \$1 million and a 5% percent bid preference shall apply to contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Small Business Development (SBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Small Business Development at 305-375-CERT (2378) or access Miami-Dade County - Small Business Development - Certification Process

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

2.3 PRE-BID CONFERENCE AND WALK-THRU TOUR (Mandatory):

A pre-bid conference and tour will be held on May 11, 2011 at Turner Guilford & Knight Detention Center (TGK) located at 7000 Northwest 41st Street, Miami, Florida, 33166. The conference will begin promptly at 9:00 a.m.

It is mandatory that a representative of the firm attend this walk-thru in order to qualify to submit an offer in response to this solicitation.

The vendor's offer cannot be considered if a representative from that vendor's firm fails to attend this mandatory pre-bid walk-thru tour, or fails to arrive at the walk-thru within fifteen (15) minutes of the scheduled starting time.

IMPORTANT NOTE: If a mandatory conference is also being held in conjunction with this walk-thru tour, it will be necessary to attend both the walk-thru and the conference in order to qualify to submit an offer in response to this solicitation.

"Multiple members of individual community councils may be present."

2.4 TERM OF CONTRACT: TWELVE (12) MONTHS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of

SECTION 2
SPECIAL CONDITIONS

Procurement Management, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the contract term.

2.5 OPTION TO RENEW : INTENTIONALLY OMITTED

2.6 METHOD OF AWARD: TO MULTIPLE LOWEST PRICED VENDORS IN THE AGGREGATE

Award of this contract will be made to two (2) responsive, responsible vendors, as primary and secondary, who submit an offer on all items listed in the solicitation, whose offer represents the lowest price when all items are added in the aggregate, and whose offer meets the minimum qualifications. While the method of award prescribes the method for determining the lowest responsive, responsible vendor, the County will award this contract to the designated lowest vendor as the primary vendor and will award this contract to the designated second lowest vendor as the secondary vendor respectively. If the County exercises this right, the primary vendor shall have the responsibility to initially perform the service or deliver the goods identified in this contract. If the primary vendor fails to perform it may be terminated for default and the County shall have the option to seek the identified goods or services from the secondary vendor. During the term of the contract, the County may also make award to the third lowest vendor as tertiary if the primary and secondary vendors do not perform.

Award to multiple vendors is made for the convenience of the County and does not exempt the primary vendor from fulfilling its contractual obligations. Failure of any vendor to perform as noted may result in the vendor being deemed in breach of contract. The County may terminate the contract for default and charge the vendor re-procurement costs, if applicable.

Notwithstanding the aforementioned Method of Award, the County, at its option, may avail itself of any or all of the provisions stated in Section 1.5, Award of Bid Solicitation.

A) MINIMUM QUALIFICATIONS

Vendor(s) shall submit with their bid all the specified information, documents and attachments as proof of compliance to the minimum qualification requirements; however, Miami-Dade County may, at its sole discretion, allow the bidder to complete or supplement the qualification requirements information/documents during the evaluation process. Failure to provide proof of compliance to the minimum qualification requirements, as specified by the County, shall result in the bidder bid being declared non-responsive. The County shall be sole judge of the vendor's conformance with the qualification requirements and its decision shall be final. The County reserves the right to verify the information submitted by the vendor and to obtain and evaluate additional information, as it deems necessary to ascertain the bidders' conformance to the minimum qualification requirements.

Minimum qualifications are:

1. A minimum of three (3) current customer references that will attest to the technicians or vendor experience of no less than three (3) years of working with

SECTION 2
SPECIAL CONDITIONS

Building Management Systems, controls and mechanical systems. Provide company name, city and state, contact person name and phone number.

2. A letter from Johnson Controls or a certificate that demonstrates technician or vendor qualification to interface with controls from a "Metasys" system with Johnson control parts, resolve software problems, and maintain system software.

2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the term of contract.

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT: INTENTIONALLY OMITTED

2.9 EQUAL PRODUCT: INTENTIONALLY OMITTED

2.10 LIQUIDATED DAMAGES: INTENTIONALLY OMITTED

2.11 INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

SECTION 2
SPECIAL CONDITIONS

- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI-DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

The vendor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the vendor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the vendor to provide the required certificate of insurance within fifteen (15) business days may result in the vendor being deemed non-responsible and the issuance of a new award recommendation.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed

SECTION 2
SPECIAL CONDITIONS

certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1.23 of this solicitation.

2.12 BID GUARANTY: INTENTIONALLY OMITTED

2.13 PERFORMANCE BOND: INTENTIONALLY OMITTED

2.14 CERTIFICATE OF COMPETENCY

In accordance with the Code of Miami-Dade County, Florida, Section 10-3 (B), any person, firm, corporation or joint venture which submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency for Electrical Contractor/Low Voltage work issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the prime vendor's offer; provided, however, that the County may at its option and in its best interest allow the vendor to supply the subcontractor(s) certificate to the County during the offer evaluation period.

Vendor shall submit with their bid all the specified information, documents and attachments as proof of compliance to holding a valid Certificate of Competency; however, Miami-Dade County may, at its sole discretion, allow the bidder to complete or supplement the required certificate information/documents during the evaluation process. Failure to provide proof of a valid certificate, as specified by the County, shall result in the bidder's bid being declared non-responsive.

2.15 METHOD OF PAYMENT: MONTHLY INVOICES

The vendor(s) shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the County user department(s) that requested the service through a purchase order. The invoices shall reflect the type of service provided to the County in the prior month.

All invoices shall contain the following basic information:

I. Vendor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami-Dade County

SECTION 2
SPECIAL CONDITIONS

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

VI. Failure to Comply:

Failure to submit invoices in the prescribed manner will delay payment.

2.16 SHIPPING TERMS: INTENTIONALLY OMITTED

2.17 DELIVERY REQUIREMENTS: INTENTIONALLY OMITTED

2.18 BACK ORDER ALLOWANCE: INTENTIONALLY OMITTED

2.19 WARRANTY REQUIREMENTS: INTENTIONALLY OMITTED

2.20 CONTACT PERSONS:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Leonard Gonzalez, at (305) 375-1441 email – legonza@gmail.com.

2.21 COUNTY USER ACCESS PROGRAM (UAP)

User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are

SECTION 2
SPECIAL CONDITIONS

subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

Vendor Compliance

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 ADMINISTRATIVE CHARGES

In order to assure that Miami-Dade County receives the quality and response necessary to insure the safety of the inmates and County employees at TKG and achieve the maximum designed life cycle of the covered equipment, the contract administrator may impose administrative charges in the amount listed below. These administrative charges are deducted from the monthly contract amount due, up to and including the full monthly contract price of this affected equipment, for failure to perform in accordance with the contract. The deduction may be based upon the following schedule:

| | |
|---------------|---|
| Late Response | 10% of the monthly charge, per occurrence |
| No Response | 25% of the monthly charge, per occurrence |

SECTION 2
SPECIAL CONDITIONS

| | |
|--------------------------------|-------------------------------------|
| Non-Performance | 10% of the monthly charge, per item |
| Shut down due to lack of parts | 100% per diem/unit |

Note: In as much as it is the desire of the County to avoid such deductions and to encourage the contractor's compliance with the contract, there will be a limit to the amount of times non-compliance with the contract will be tolerated. The contract administrator may double the amount of deduction after the third repeat offence thereafter within the same contract period.

2.23 BUSINESS HOURS OF OPERATIONS

The preventive maintenance services will be performed during normal business hours. Normal Business hours of operation at TKG are Monday thru Friday, between the hours of 7:00 AM and 3:00 PM.

Note: Awarded bidder will be required to provide all emergency repair service calls after normal working hours within a minimum of two (2) hours during the regular work week (Monday thru Friday) and four (4) hours on weekends (Saturday & Sunday) and Holidays. All repairs must be completed within twenty-four (24) hours of the time a call is received.

The holidays currently observed by Miami-Dade County are: New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas.

2.24 CLEAN-UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

2.25 LOCAL OFFICE SHALL BE AVAILABLE

The Bidder shall maintain an office within the geographic boundaries of Miami-Dade or Broward Counties, Florida. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract

2.26 DEFICIENCIES IN WORK TO BE CORRECTED BY THE VENDOR

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within twenty-four hours from the point when such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the

SECTION 2
SPECIAL CONDITIONS

corrections are not completed to the satisfaction of the County within twenty-four hours from receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs; either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default

2.27 ADDITIONAL FACILITIES MAY BE ADDED

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. If this contract has a single incumbent vendor, the additional site(s) shall be added to this contract by formal modification of the award sheet. If there are multiple incumbent vendors under this contract, and the additional effort is to be assigned to only one of these vendors, a separate release order will be issued.

The County may determine to obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

2.28 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the successful bidder(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency (ies).

2.29 ADDITIONAL BRANDS MAY BE ADDED

Although this solicitation and resultant contract identifies specific brands to be purchased, it is hereby understood and agreed that additional brands may be added to this contract at the option of the County. Vendor(s) under this contract shall be invited to submit a percentage (%) discount off the lowest price stated on the latest manufacturer's price list(s) and/or catalog(s) for these additional brands. If these discounts are comparable with discounts offered for other brands, and are otherwise considered to be fair and reasonable, then award shall be made to the vendor(s) offering the best pricing and acceptable product to the County or otherwise serving the best interests of the County. Award of these additional brand(s) shall be confirmed through the issuance of an addendum to the award sheet. These items shall become an integral part of the contract.

The incumbent vendor(s) has/have no exclusive right to provide these additional brand(s). The County may determine to obtain similarly structured pricing inputs from other vendors in

SECTION 2
SPECIAL CONDITIONS

response to situations where incumbent vendors do not provide for fair and reasonable pricing or for other reasons at the County's sole discretion.

2.30 HOURLY RATE

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida.

NOTE: **The County reserves the right to negotiate the number of hours included in the total cost of any one work order, were a quotation for an hourly rate is required.**

SECTION 3
TECHNICAL SPECIFICATION

PREVENTIVE MAINTENANCE FOR A BUILDING MANAGEMENT SYSTEM

3.1 SCOPE OF WORK

To provide preventive maintenance services on the building management system at Miami Dade Turner Guilford & Knight Detentions Center (TGK) in conjunction with the County's needs on an as needed when needed basis.

Vendor must possess the ability to recommend, engineer and complete upgrades or modifications to the existing systems including written estimates and drawings.

3.2 PREVENTIVE MAINTENANCE

The preventive maintenance shall include a minimum of twelve (12) inspections per year and include the following services:

- A. Service, repair, replace and required/ critical upgrades of the software (upgrades that may affect the operation of the system) to include all equipment included in the equipment list including any and all associated breakers, wiring, switches, etc. The vendor will be required to provide all materials and parts as needed to complete the repair. All blue prints, operation & maintenance manuals for the equipment are available.
- B. The vendor will be required to label all items on the equipment list included within this solicitation with a bar code label or other type of inventory system to indicate through a quarterly report (list of physical examinations), that proper inspections equal to one circuit (circuit-inspection of equipment list) were completed. Every piece of equipment must be checked on a quarterly (every three months) basis via the BMS.
- C. The vendor shall be familiar with and comply with all Miami Dade County Corrections' tool control, entry, documentation and movement procedures that apply to outside contractors. All technicians will submit an itemized list where he/she will list all the tools being brought into the facility. The form will be supplied by Miami Dade Corrections Department.
- D. The vendor shall tour the facility, once a year, with the fire alarm system vendor and perform the certification of the fire alarm system. Both vendors shall coordinate the work to insure that the building fire and smoke evacuation system work in conjunction with each other as required by NFPA and local regulatory codes in combination with the fire alarm system.
- E. Technicians providing services under this contract will be required to have background checks. Miami Dade County will be responsible for the cost of the background checks. Only if the technician passes the background check, they will be allowed entrance to the facility.

SECTION 3
TECHNICAL SPECIFICATION

3.3 INSPECTIONS

The following Service will be performed upon each inspection:

A. Air Handling Unit (AHU) Control Working Function

1. Verify communication from the supervisory controller to the field controller.
2. Verification of fan start-stop control and fan status reporting.
3. Performance verification of control algorithms as applicable i.e. cooling, static pressure, cubic feet per minutes.
4. Verification and calibration of temperature and pressure sensors.
5. Inspect and clean enclosure and sensors.
6. Verification and calibration of outside air dampers, return dampers and their associated actuators.

B. Fan Coil Unit Control Working Function

1. Verify communications from the supervisory controller to the field controller.
2. Verification of fan start-stop control and fan status reporting.
3. Performance verification of control algorithms as applicable i.e. cooling, static pressure, cubic feet per minute.
4. Verification and calibration of temperature and pressure sensors.
5. Inspect and clean enclosure and sensors.
6. Verification and calibration of outside air dampers return dampers and their associated actuators.

C. Variable Frequency Drive Working Function

1. Verify communications from the supervisory controller to the variable frequency drive.
2. Verify all variable frequency drive programmed settings per manufacturer specifications.
3. Test low and high programmed limits.

D. Variable Air Volume (VAV) Control Working Function

1. Verify communication from the supervisor controller to the field controller.
2. Performance verification of control algorithms as applicable, i.e. cooling, static pressure, cubic feet per minute volume to set point.
3. Verification of zone thermostat communication bus.
4. Verification of proper operation of VAV dampers and associated actuators.

E. Chiller Plant Control Working Function

1. Verify communications from the supervisory controller to the field controller.
2. Verification of pump start-stop control and pump status reporting.
3. Performance verification of control algorithms as applicable, i.e., chill water pressure and condenser water temp.
4. Verification and calibration of temperature and pressure sensors.
5. Inspect and clean enclosure and sensors.

SECTION 3
TECHNICAL SPECIFICATION

6. Verification of cooling tower fan start-stop control and cooling tower fan status reporting.
7. Verification of chiller start-up and chiller status reporting.
8. Verify labeling and inspect for electrical impedance.
9. Verification of rotation sequence for the chillers, pumps, and cooling tower as dictated by the rotation schedules, please see section 3, paragraph 3.6.

F. Supervisory Controller Working Function

1. Verify communications from the building supervisory controller to the workstation.
2. Verify communications from the medical housing controller to the workstation.
3. Test battery backup for the Network Control Modules.
4. Inspect and clean enclosures.

G. Operator Workstation Working Function

1. Verify communications from the building supervisor controller to the workstation.
2. Verify communications from the medical housing supervisory controller to the workstation.
3. Upload database to the archive workstation from the supervisory controllers and perform a database back-up of the Building Management Systems test remote dialup.
4. Test remote dialup.
5. Test auto-paging on an alarm.
6. Perform file housekeeping on the hard drive.
7. Review Building Management System graphical displays.
8. Review Building Management – GPL database.
9. Inspect and clean all interior components of the workstation to include the key board and printer every quarter.
10. Consultation with the Facilities/ Maintenance Manager upon completion of the preventive maintenance.

H. Smoke Evacuation Working Function

1. Verify communications from the supervisory controller to the field controller.
2. Inspect and clean enclosure and sensors.
3. Verify operations of the Fireman's Override Panel.
4. Verify and exercise control of the smoke dampers.
5. Inspect and lubricate smoke damper linkages and verify all blades and seals.
6. Verify and exercise control of Smoke Exhaust Fans (Annual Inspections required).

I. Motor Working Function

1. Check ventilation ports, motor windings for soil accumulation and clean.
2. Lubricate motor bearings and check hold down bolts.
3. Record motor amps at full load and compare to rated name plate.
4. Record line voltage to motors and compare to name plate.
5. Use laser test meter and record motor casing temps.
6. Check pulley alignment.

SECTION 3
TECHNICAL SPECIFICATION

7. Check motor shaft and bearings for binding or movement.
8. Replace motor drive belts.
9. Record any visual discrepancies and advise the facilities' Manager.

3.4 EQUIPMENT LIST TO BE SERVICED

1. 198 VAV boxes
2. 24 VAV CHW AHU's
3. 24 AHU VFD'S
4. 2 Chillers, cooling towers & pumps
5. 7 FCU's (Kit, Office, UPS room, Maintenance office, roof radio room and (3) Elevator equipment rooms)
6. 2 H & V Units
7. BMS System & Workstation

3.5 PREVENTIVE MAINTENANCE SCHEDULE

The awarded bidder will be required to submit for approval a schedule to follow by items to be inspected every month for the preventive maintenance program. The schedule shall allow for all items listed in the "Equipment List" to be inspected four (4) times per year (quarterly). A report with a list of equipment that have been inspected shall be submitted to Corrections to verify the inspections every quarter.

3.6 COVERED MATERIALS

Vendor shall furnish all labor, including transportation material, tools and equipment to provide preventive maintenance to the Building Management Systems. The following items will be included as covered materials at vendor's expense:

- A. All field controllers and expansion modules
- B. Supervisory controllers.
- C. Integrators.
- D. All different types of sensors.
- E. All valve or damper actuators.
- F. Repair or replacement of variable frequency drives (vfd's).
- G. Repair or replacement of operator workstation.
- H. Upgrades for all existing software to the (BMS) system.
- I. Motors – various horsepower & voltage ratings for both Air Handling Units (AHU's) and smoke exhaust.
- J. Valves – various size valves and associated actuators.

3.7 OPTIONAL SERVICES FOR THE SMOKE EVACUATION SYSTEM

Services to be provided on an as needed when needed basis.

1. Smoke Exhaust System
2. 534 Smoke Damper Operators
3. 777 Cell Smoke Dampers
4. 146 Motorized Damper Operators

SECTION 3
TECHNICAL SPECIFICATION

5. 1,152 Motorized Cell Dampers
6. 1 Fireman's Override Panel
7. Motors
 - A. 11 Serf Fan Motors
 - B. 24 ANU Motors
 - C. 40 EF Fan Motors
 - D. 44 SSF Fan Motors
 - E. 55 SEF Fan Motors
 - F. 2 H & V Motors

SECTION 4
BID SUBMITTAL FORM

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.
Wednesday
May 18th, 2011



PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS
TAXES, DELIVERED IN MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: L.G. DPM Purchasing Division

Date Issued: 5/6/11

This Bid Submittal Consists of
Pages 21 through 24

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

PREVENTIVE MAINTENANCE FOR A BUILDING MANAGEMENT SYSTEM

A Bid Deposit in the amount of **N/A** of the total amount of the bid shall accompany all bids
A Performance Bond in the amount of **N/A** of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County.

| DO NOT WRITE IN THIS SPACE | |
|----------------------------|-----------------------|
| ACCEPTED _____ | HIGHER THAN LOW _____ |
| NON-RESPONSIVE _____ | NON-RESPONSIBLE _____ |
| DATE B.C.C. _____ | NO BID _____ |
| ITEM NOS. ACCEPTED _____ | |
| COMMODITY CODE _____ | _____ |
| ***** | ***** |

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
PAGE 24 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE
FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 23 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR
BID NON-RESPONSIVE**

BID SUBMITTAL FOR:

FIRM NAME: _____

| ITEM | EST. QTY. | DESCRIPTION | UNIT PRICE | TOTAL |
|------|-----------|-------------|------------|-------|
|------|-----------|-------------|------------|-------|

We propose to furnish all labor, including transportation material, tools and equipment to provide preventive maintenance and repairs to the Building Management System located at Turner Guilford Knight Correction Center all in accordance with Bid Proposal Provisions and Specifications. **Vendor must provide copy of Certificate of Competency, as stated in Section 2, Paragraph 2.14, upon Bid Submittal.**

- | | | | | |
|----|----------|---|------------|----|
| 1. | 12 | Cost per month for a full service contract Inclusive of service, for twelve (12) months, repair, replace and upgrade of the software to include all equipment included in the equipment list (See Sect. 3, Para.3.4 for equipment list) | \$/Month | \$ |
| 2. | 300 hrs. | Cost per hour for repairs to damages due to force majeure and vandalism not covered under the maintenance contract. | \$/per hr. | \$ |

NOTE: The County reserves the right to negotiate the number of hours included in the total cost of any one work order, were a quotation for an hourly rate is required.

3. Bidder shall offer a percentage discount off the Manufacturer's List Price for parts. The County estimates an expenditure of \$12,500.00 per year on parts.

Vendor shall provide a quote for this item as follows:
County expenditure of \$12,500.00 minus percentage discount shall equal bid price.

\$12,500.00 - _____% = \$ _____

Note: The preventive maintenance price shall include all necessary repairs, replacement and upgrade excluding repairs caused by damages due to force majeure and/or vandalism.

TOTAL ITEMS 1 THRU 3 \$ _____

OPTIONAL:

- | | | | | |
|---|----|--|----------|----|
| 4 | 12 | Cost per month for a full service contract for Smoke Evacuation System as per Sect. 3, Para. 3.7. Inclusive of service, repair, replace and upgrade of the software to include all equipment included in the equipment list. (See Section 3, Paragraph 3.7 for equipment list). | \$/Month | \$ |
|---|----|--|----------|----|

NOTE: Item No. 4 is considered to be optional item and will not be used in determining the vendor to be awarded. The County reserves the right to award or reject any optional items.

SECTION 4
BID SUBMITTAL FOR:

PREVENTIVE MAINTENANCE FOR A BUILDING MANAGEMENT SYSTEM

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN
CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____



BID SUBMITTAL FORM

Bid Title: PREVENTIVE MAINTENANCE FOR A BUILDING MANAGEMENT SYSTEM

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ Place a check mark here only if affirming bidder meets requirements for Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.**

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?
 Yes _____ No _____
- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?
 Yes _____ No _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. ____/____/____/____/____/____

Prompt Payment Terms: ____% ____ days net ____ days

***"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract" * (Please see paragraph 1.2 H of General Terms and Conditions)**

Signature: _____ (Signature of authorized agent)

Print Name: _____ Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



APPENDIX

AFFIDAVITS FORMAL BIDS



Miami-Dade County
Department of Procurement Management
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : Federal Employer Identification Number (FEIN):

Contract Title:

Affidavits and Legislation/ Governing Body

| | | | |
|----|--|-----|---|
| 1. | Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code | 6. | Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code |
| 2. | Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code | 7. | Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (d) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code |
| 3. | Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) of the County Code | 8. | Miami-Dade County Family Leave Article V of Chapter 11 of the County Code |
| 4. | Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95 | 9. | Miami-Dade County Living Wage Section 2-8.9 of the County Code |
| 5. | Miami-Dade County Debarment Disclosure Section 10.38 of the County Code | 10. | Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code |

| | | |
|-------------------------|--------------------------|----------------------|
| Printed Name of Affiant | Printed Title of Affiant | Signature of Affiant |
| Name of Firm | | Date |
| Address of Firm | State | Zip Code |

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____, 20____.

by _____ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced

Signature of Notary Public _____ Serial Number _____

Print or Stamp of Notary Public Expiration Date Notary Public Seal

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

[illegible]

Signature

Revised 2/11/11

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ **Title:** _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

| Business Name and Address of First Tier Subcontractor/Subconsultant | Principal Owner | Scope of Work to be Performed by Subcontractor/Subconsultant | (Principal Owner) | |
|--|-----------------|---|-------------------|------|
| | | | Gender | Race |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Business Name and Address of Direct Supplier | Principal Owner | Supplies/Materials/Services to be Provided by Supplier | (Principal Owner) | |
| | | | Gender | Race |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

 Prime Contractor/Respondent's Signature

 Print Name
 (Duplicate if additional space is needed)

 Print Title

 Date

FORM 100